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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

TASTE OF NATURE, INC.,

Case No. 2:24-cv-06536-FLA-KS

Plaintiff,

**STIPULATED PROTECTIVE
ORDER**

v.

MARS WRIGLEY CONFECTIONERY
US, LLC,

Defendant.

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery, and the protection it affords from public disclosure and use extends only
9 to the limited information or items that are entitled to confidential treatment under
10 the applicable legal principles. The parties further acknowledge, as set forth
11 below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
13 that must be followed and the standards that will be applied when a party seeks
14 permission from the Court to file material under seal.

15 **GOOD CAUSE STATEMENT**

16 This action is likely to involve trade secrets, royalty rates, pricing
17 information, and other valuable development, commercial, financial, and/or
18 proprietary information for which special protection from public disclosure and
19 from use for any purpose other than prosecution of this action is warranted. As the
20 parties recognized in Section 10 of the April 12, 2022 Sublicense Agreement and
21 the November 12, 2021 Mutual Confidential Disclosure Agreement, such
22 confidential and proprietary materials and information consist of, among other
23 things, confidential business or financial information, information regarding
24 confidential business practices, or other confidential development or commercial
25 information (including information implicating privacy rights of third parties),
26 information otherwise generally unavailable to the public, or which may be
27 privileged or otherwise protected from disclosure under state or federal statutes,
28 court rules, case decisions, or common law. Disclosure of said information could

1 affect the parties' ability to enter into competitive contracts in future commercial
2 transactions. Accordingly, to expedite the flow of information, to facilitate the
3 prompt resolution of disputes over confidentiality of discovery materials, to
4 adequately protect information the parties are entitled to keep confidential, to
5 ensure that the parties are permitted reasonable necessary uses of such material in
6 preparation for and in the conduct of trial, to address their handling at the end of
7 the litigation, and serve the ends of justice, a protective order for such information
8 is justified in this matter. It is the intent of the parties that information will not be
9 designated as confidential for tactical reasons and that nothing be so designated
10 without a good faith belief that it has been maintained in a confidential, non-public
11 manner, and there is good cause why it should not be part of the public record of
12 this case.

13 **2. DEFINITIONS**

14 **2.1. Action:** this currently pending action, *Taste of Nature, Inc. v. Mars*
15 *Wrigley Confectionery US, LLC*, No. 2:24-cv-06536-FLA-KS (C.D. Cal.).

16 **2.2. Challenging Party:** a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 **2.3. “CONFIDENTIAL” Information or Items:** information (regardless
19 of how it is generated, stored, or maintained) or tangible things that qualify for
20 protection under Federal Rule of Civil Procedure 26(c), and as specified in the
21 good cause statement.

22 **2.4. Counsel:** Outside Counsel of Record and House Counsel (as well as
23 their support staff).

24 **2.5. Designating Party:** a Party or Non-Party that designates information
25 or items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”

27 **2.6. Disclosure or Discovery Material:** all items or information,
28 regardless of the medium or manner in which it is generated, stored, or maintained

1 (including, among other things, testimony, transcripts, and tangible things), that are
2 produced or generated in disclosures or responses to discovery in this matter.

3 **2.7. Expert:** a person with specialized knowledge or experience in a
4 matter pertinent to this litigation who has been retained by a Party or its counsel to
5 serve as an expert witness or as a consultant in this Action.

6 **2.8. House Counsel:** attorneys who are employees of a Party to this
7 Action. House Counsel does not include Outside Counsel of Record or any other
8 outside counsel.

9 **2.9. Non-Party:** any natural person, partnership, corporation, association,
10 or other legal entity not named as a Party to this Action.

11 **2.10. Outside Counsel of Record:** attorneys who are not employees of a
12 Party to this Action but are retained to represent or advise a Party to this Action
13 and have appeared in this Action on behalf of that Party or are affiliated with a law
14 firm which has appeared on behalf of that Party, and includes support staff.

15 **2.11. Party:** any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 **2.12. Producing Party:** a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 **2.13. Professional Vendors:** persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 **2.14. Protected Material:** any Disclosure or Discovery Material that is
25 designated as “Confidential.”

26 **2.15. Receiving Party:** a Party that receives Disclosures or Discovery
27 Material from a Producing Party.

1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 **4. DURATION**

10 Even after final disposition of this litigation, the confidentiality obligations
11 imposed by this Order shall remain in effect until a Designating Party agrees
12 otherwise in writing or a court order otherwise directs. Final disposition shall be
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
14 with or without prejudice; and (2) final judgment herein after the completion and
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
16 including the time limits for filing any motions or applications for extension of
17 time pursuant to applicable law.

18 **5. DESIGNATING PROTECTED MATERIAL**

19 **5.1. Exercise of Restraint and Care in Designating Material for**
20 **Protection.** Each Party or Non-Party that designates information or items for
21 protection under this Order must take care to limit any such designation to specific
22 material that qualifies under the appropriate standards. The Designating Party
23 must designate for protection only those parts of material, documents, items or oral
24 or written communications that qualify so that other portions of the material,
25 documents, items, or communications for which protection is not warranted are not
26 swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited.
28 Designations that are shown to be clearly unjustified or that have been made for an

improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all Parties that it is withdrawing the inapplicable designation.

5.2. Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of deposition or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend ("CONFIDENTIAL") to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page that contains Protected Material. If only

1 a portion or portions of the material on a page qualifies for protection, the
2 Producing Party also must clearly identify the protected portion(s) (e.g., by making
3 appropriate markings in the margins).

4 (b) Parties shall give advance notice if they expect a deposition to include
5 designated material so that the other Parties can ensure that only authorized
6 individuals are present at those proceedings when such material is disclosed or
7 used. The use of a document as an exhibit at a deposition shall not in any way
8 affect its designation. Transcripts containing designated material shall have a
9 legend on the title page noting the presence of designated material, and the title
10 page shall be followed by a list of all pages (including line numbers as appropriate)
11 that have been designated. The Designating Party shall inform the court reporter
12 of these requirements. Any transcript that is prepared before the expiration of the
13 21-day period for designation shall be treated during that period as if it had been
14 designated “CONFIDENTIAL” unless otherwise agreed. After the expiration of
15 the 21-day period, the transcript shall be treated only as actually designated.

16 (c) for information produced in some form other than documentary and for
17 any other tangible items, that the Producing Party affix in a prominent place on the
18 exterior of the container or containers in which the information is stored the legend
19 “CONFIDENTIAL.” If only a portion or portions of the information warrants
20 protection, the Producing Party, to the extent practicable, shall identify the
21 protected portion(s).

22 **5.3. Inadvertent Failures to Designate.** If timely corrected, an
23 inadvertent failure to designate qualified information or items does not, standing
24 alone, waive the Designating Party’s right to secure protection under this Order for
25 such material. Upon timely correction of a designation, the Receiving Party must
26 make reasonable efforts to ensure that the material is treated in accordance with the
27 provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 *et seq.*

6.3. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF DESIGNATED MATERIAL

7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons under the condition described in this Order. When the Action has been terminated, a Receiving Party must comply with provisions of Section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

1 **7.2. Disclosure of “CONFIDENTIAL” Information or Items.**

2 Unless otherwise ordered by the Court or permitted in writing by the
3 Designating Party, a Receiving Party may disclose any material designated
4 “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
6 as employees of said Outside Counsel of record to whom it is reasonably necessary
7 to disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of the
9 Receiving Party to whom disclosure is reasonably necessary for this Action and
10 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (c) Experts (as defined in this Order) of the Receiving Party to whom
12 disclosure is reasonably necessary for this Action and who have signed the
13 Acknowledgment and Agreement to Be Bound (Exhibit A);

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action, and who have
18 signed the Acknowledgment and Agreement to Be Bound (Exhibit A);

19 (g) the author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information;

21 (h) during their depositions, witnesses, and attorneys for witnesses in the
22 Action to whom disclosure is reasonably necessary and who have signed the
23 Acknowledgment and Agreement to Be Bound (Exhibit A); and

24 (i) any mediator or settlement officer, and their supporting personnel,
25 mutually agreed upon by any of the parties engaged in settlement discussions.

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items received by that Party in this
5 Action and designated in this Action as CONFIDENTIAL, that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to
9 issue in the other litigation that some or all of the material covered by the subpoena
10 or order is subject to this Protective Order. Such notification shall include a copy
11 of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought by the
13 Designating Party whose Protected Material may be affected.

14 If the Designating Party promptly seeks a protective order, the Party served
15 with the subpoena or court order shall not produce any information designated in
16 this Action as “CONFIDENTIAL” before a determination by the court where the
17 subpoena or order issued, unless the Party has obtained the Designating Party’s
18 permission. The Designating Party shall bear the burden and expense of seeking
19 protection in that court of its confidential material and nothing in these provisions
20 should be construed as authorizing or encouraging a Receiving Party in this Action
21 to disobey a lawful directive from another court.

22 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
23 **PRODUCED IN THIS LITIGATION**

24 (a) The terms of this Order are applicable to information produced by a Non-
25 Party in this Action and designated as “CONFIDENTIAL.” Such information
26 produced by Non-Parties in connection with this litigation is protected by the
27 remedies and relief provided by this Order. Nothing in these provisions should be
28 construed as prohibiting a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the Party is
3 subject to an agreement with the Non-Party not to produce the Non-Party's
4 confidential information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-Party that
6 some or all of the information requested is subject to a confidentiality agreement
7 with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
9 Order in this Action, the relevant discovery request(s), and a reasonably specific
10 description of the information requested; and

11 (3) make the information requested available for inspection by the Non-
12 Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court within 14
14 days of receiving the notice and accompanying information, the Receiving Party
15 may produce the Non-Party's confidential information responsive to the discovery
16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
17 not produce any information in its possession or control that is subject to the
18 confidentiality agreement with the Non-Party before a determination by the court.
19 Absent a court order to the contrary, the Non-Party shall bear the burden and
20 expense of seeking protection in this court of its protected material.

21 **10. UNAUTHORIZED DISCLOSURE OF DESIGNATED**
22 **MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has
24 disclosed Protected Material to any person or in any circumstance not authorized
25 under this Order, the Receiving Party must immediately (a) notify in writing the
26 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
27 all unauthorized copies of the designated material, (c) inform the person or persons
28 to whom unauthorized disclosures were made of all the terms of this Order, and (d)

1 request such person or persons execute the “Acknowledgement and Agreement to
2 Be Bound” that is attached hereto as (Exhibit A).

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
4 **OTHERWISE PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other
7 protection, the obligations of the Receiving Parties are those set forth in Federal
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
9 whatever procedure may be established in an e-discovery order that provides for
10 production without prior privilege review. Pursuant to Federal Rule of Evidence
11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
12 of a communication or information covered by the attorney-client privilege or
13 work product protection, the parties may incorporate their agreement in the
14 stipulated protective order submitted to the court.

15 **12. MISCELLANEOUS**

16 **12.1.** Right to Further Relief. Nothing in this Order abridges the right of
17 any person to seek its modification by the Court in the future.

18 **12.2.** Right to Assert Other Objections. By stipulating to the entry of this
19 Protective Order no Party waives any right it otherwise would have to object to
20 disclosing or producing any information or item on any ground not addressed in
21 this Stipulated Protective Order. Similarly, no Party waives any right to object on
22 any ground to use in evidence of any of the material covered by this Protective
23 Order.

24 **12.3.** Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material
26 may only be filed under seal pursuant to a court order authorizing the sealing of the
27 specific Protected Material at issue. If a Party's request to file Protected Material
28

under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in section 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in section 4 (DURATION).

14. VIOLATIONS

23 Any violation of this Protective Order may be punished by any and all
24 appropriate measures including, without limitation, contempt proceedings and/or
25 monetary sanctions.

26 | IT IS SO STIPULATED.

1 By: /s/ Russell Wolpert
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*Attorneys for Defendant Mars
Wrigley Confectionery US, LLC*

10
11 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

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13 Dated: December 5, 2024

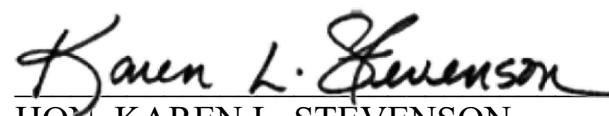
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15 HON. KAREN L. STEVENSON
16 CHIEF U.S. MAGISTRATE JUDGE
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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Protective Order that was issued
by the United States District Court for the Central District of California on
_____ [date] in the case of _____ [insert formal name of the case and
the number and initials assigned to it by the court]. I agree to comply with and to
be bound by all the terms of this Protective Order, and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment for contempt. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Protective Order to any
person or entity except in strict compliance with this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing this Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Order.

Date:

City and State where sworn and signed:

Printed name:

[printed name]

Signature:

[signature]